

CARNEGIE ARTS CENTER FACILITY RENTAL USE AGREEMENT

*This is a Use Agreement between the Carnegie Arts Center Foundation (“CACF”) and  
\_\_\_\_\_ (“User”) for the use of space at the  
Carnegie Arts Center, 250 N. Broadway, Turlock, CA.*

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**Section 1. Purpose**

The purpose of this Facility Rental Use Agreement (“Agreement”) is to ensure that the Carnegie Arts Center is utilized to best serve the community and provide for reasonable earned income potential under the sound fiscal management of the Carnegie Arts Center Foundation, Turlock (“CACF”). Earned income from rental of these facilities to a variety of community groups and individuals will be used for the ongoing maintenance, operation, and programs of the Carnegie Arts Center.

**Section 2. Approval**

The CACF has no obligation to approve any application for the rental of the Carnegie Arts Center facility (Carnegie). In order for the CACF to consider approval for any use of a room or space in the Carnegie, individuals and/or groups desiring to rent the room shall enter into this Agreement and shall have completed a Carnegie Arts Center Rental Application. By signing this Agreement the User is assuring the CACF that User has been made aware of, agrees to, and will comply with all terms and conditions of this Agreement and all other CACF policies. CACF reserves the right to deny approval of the requested use if User fails to provide a signed rental application, a signed copy of this Agreement, other required documents pertinent to the rental use, and payment of all fees associated with the rental according to the time frames in this document.

**Section 3. Definitions**

- A. “CACF” means the Carnegie Arts Center Foundation, Turlock, its officers, representatives, agents, and employees.
- B. “User” means an individual or group that obtains CACF approval to use the Carnegie Arts Center pursuant to the terms of this Agreement.
- C. “Carnegie” means the Carnegie Arts Center and any of its indoor and outdoor spaces.

**Section 4. General Terms and Conditions**

- A. Reservations
  - 1. Before entering into this Agreement, User shall have completed and signed the Carnegie Arts Center Rental Application for the reservation of one or more of the Carnegie’s rentable spaces. If CACF approves the application, User shall enter into this Agreement.
  - 2. In order for User’s reservation to be guaranteed, CACF must receive a deposit of at least fifty percent (50%) of the estimated rental fees at the time the Agreement is entered into, no more than thirty (30) days following notification that User’s application has been approved. The remainder of any and all fees and deposit is required no less than fifteen (15) days prior to the rental event.
  - 3. Applicants may reserve multiple dates for a series of events (such as weekly or monthly). Any group seeking frequent use of the Carnegie should obtain information on applying for affiliate status with CACF in order to receive discounts and scheduling priority. Specific eligibility requirements apply.
- B. Hours of Operation
  - 1. Rental events may not last beyond 12:00 a.m. Thursday through Saturday, or beyond 10 p.m. on Sunday. This time deadline includes clean-up time. User is responsible for making sure guests leave the building at an appropriate time in order for User to finish cleaning up before the building closes.

2. Arrangements must be made by the User to have all rental equipment picked up and removed from the Carnegie *the same day as the event* before the time deadline. CACF is not responsible for any damage or theft of any items left by the User or any other individual, group or business attending the User's event.
- C. Supervision
1. Supervision by CACF staff is necessary for the safety of the public and the facility. CACF staff shall be responsible for and have complete authority over the Carnegie, all equipment being used, all participants and activities. User must comply with any CACF staff requests and instructions. CACF staff shall be responsible for the enforcement of all CACF and Carnegie policies, rules and regulations. CACF reserves the right to require additional security whenever it deems it appropriate.
  2. Application approval for the rental of Carnegie spaces for groups composed of persons under the age of 21 will be issued only to persons age 21 years or older who accept supervisory responsibility for all guests for the entire period covered by the rental.
- D. Kitchen Usage
1. Kitchen usage is limited to professional or qualified individuals as determined by CACF staff. Basic food preparation shall take place off-site. No cooking shall take place on the premises. Food may be warmed or kept warm in the microwave ovens, and perishables and beverages may be chilled in the refrigerator and freezer. All appliances must be thoroughly cleaned after use.
- E. Illegal Activities
1. User assumes full responsibility for the conduct of the guests at their function. Illegal activities shall not be permitted. All groups and individuals using the Carnegie shall comply with City, County, State and Federal laws. No profane language, fighting, gambling, or lewd conduct will be permitted.
- F. User's Property
1. User's property (equipment, supplies, decorations, etc.) must be removed from the Carnegie immediately following the event. CACF reserves the right to remove any remaining items from the premises and have them stored at the User's expense. If such equipment or supplies are not claimed within three (3) months, CACF reserves the right to dispose of such material in any manner it deems appropriate. User will be responsible for any costs of storage and disposal incurred by CACF for such equipment or supplies. Perishable items left after an event will be immediately disposed of.
- G. CACF Property
1. Changes, alterations, repairs, or defacement to any of the Carnegie facilities, its equipment or furnishings will not be permitted. User shall be held liable for expenses required to repair or replace the Carnegie, its furnishings or equipment to its original condition.
- H. Revocation for Violation
1. CACF may cancel reservations at any time upon a violation by the User of any of the terms and conditions of this Agreement. In the event of such cancellation, all fees will be forfeited.
- I. Public Portions
1. CACF shall have the right to control and operate the Carnegie in a manner deemed best for the CACF and the Carnegie. This includes controlling all heating and air conditioning systems, electrical service, lighting, audio and other electronic equipment. Equipment and furnishings belonging to the Carnegie and/or the CACF shall not be removed from the Carnegie at any time.
  2. Event participants, guests and activities will be limited to the rented areas and lobby. At no time is it acceptable for parents, guardians, or event sponsors to allow children to wander the building unsupervised.
  3. CACF shall not rent or allow use of its public facility by any person or organization that illegally discriminates on the basis of race, color, national origin, ancestry, creed, religion, marital status, gender, sexual orientation, or disability. CACF will not fund or sponsor religious or political activities. The name or logo of

the CACF shall not be used for or in connection with any religious or political purposes or activities. CACF reserves the right to review advertising and promotional materials for events and to ensure language stating that CACF is not a sponsor or co-sponsor of any religious or political activity.

J. Events Not Covered

1. Special events or requests not covered in the above policy must be submitted in writing and shall be reviewed by the CACF to determine appropriate use, fees, and services.

K. Decorations

1. All decorations must be flame-retardant (UL approved). The use of nails, tacks, scotch tape, staples, pins, etc. is not permitted. The CACF can provide special tape upon request to assist with hanging decorations inside the Carnegie. Decorations, including any type of wire, shall not be hung, tied or draped on any light fixtures inside or outside the Carnegie. Mylar balloons are not allowed; helium tanks must be on approved carts and bases and helium balloons must be kept on weights. Cleaning/retrieval fees will be charged if helium balloons are released and become entangled in lights, ducts, or rafters.
2. Candles must be completely enclosed in a glass or non-flammable holder; all candle holders must be approved by CACF in advance of the event.
3. The use of rice, birdseed, glitter, confetti, straw or hay is not permitted in the Carnegie, nor may items like these be thrown inside or outside the Carnegie. If any of the above items are used during an event, a minimum \$300 cleaning fee will be assessed.
4. Any outside decorations or signage must have prior approval from CACF. Decorations are limited to the specific areas included in the User's Rental Agreement. The CACF may provide limited signage for your event upon request, including directional signs at the various entrances. All banners, signs, and display materials used in connection with an event at the Carnegie must be of a professional nature.
5. All decorations and signs must be taken down and removed from the Carnegie immediately after the event.

L. Music

1. CACF is not required to open the Carnegie prior to the rental time for musicians. Set up time for musicians should be included in the rental period.
2. Any special effects must be approved by CACF staff prior to the event date.
3. Outdoor events that involve music, recorded or live, are only permitted Monday through Friday from noon until 2:00 p.m. and Thursday through Saturday from 6:00 p.m. until 9:00 p.m. If amplified sound is used outdoors, prior permission must be given by CACF at least fifteen (15) days in advance, allowing CACF to notify neighborhood residents at least ten (10) days in advance.
4. All outdoor events must comply with the City of Turlock Noise Ordinance (City Municipal Code §9-2-300)

M. Smoking

1. Smoking is not allowed inside the facility or outside on Carnegie property at any time.

N. Services Provided

1. A CACF staff member will be on site during the entire event. The staff member will open and close the building and provide information and direction as needed. CACF staff member is not available to serve, decorate or be involved in the event. CACF staff member has the authority to close events that do not comply with Carnegie policies. Costs for CACF staff are included in User's rental fees.
2. A CACF custodian will be on duty during events that involve food or drink. Custodian is available to assist with clean-up of spills or removing trash during an event, but is not available to serve, decorate or be involved in the event. Costs for Custodian are included in User's rental fees.
3. Tables and chairs are provided upon request and will be set up and taken down by CACF staff. Several layouts will be provided from which to choose. If User would like a special layout it must be diagrammed and attached to this Use Agreement. User is responsible for table skirting, linens, or tables and chairs

beyond those available on the premises. Tables and chairs may not be taken outside by the User or anyone associated with the event without prior authorization.

4. The Loft and Gemperle Gallery have wireless internet capabilities, projectors to connect to User-supplied laptops, podiums, and projector screens. Computers are not provided by the CACF.
5. If event requires more than one set up in the same room, an additional set-up fee will be charged, equal to the rental fee for one (1) additional hour.
6. On-street parking is available along Broadway and Lexington Streets (in front of and behind the Carnegie) for as many as 75 vehicles. Nearby parking is also available in City-owned parking lots on the corner of N. Broadway & Olive Street, on Market & W. Main Streets, and in the general downtown area. Invitations to the event must specify that guests should not park in the private parking lots in the neighborhood and should avoid parking on the residential block of N. Broadway. If the event includes more than 225 guests, CACF will require a security guard on the street to assist guests in locating parking spaces in the downtown area. CACF will provide User with a map of nearby parking for guests. Parking availability may be limited due to other events and is not guaranteed.

O. Food

1. All food must be prepared by, brought onto the premises, and served by User or a caterer selected from the approved caterer's list supplied by CACF.
2. User or their approved caterer must confirm arrangements for delivery and set-up time with CACF at least two (2) days prior to the event. A minimum of one (1) catering staff person is required to be on duty at all times during the catered event.
3. The Carnegie does not provide a cooking preparation area, ice, or any serving materials. The Carnegie kitchen may be used for warming, cooling, and plating only; absolutely no cooking is permitted in the building.
4. The User or caterer must remove all food and equipment after the event; nothing may be stored overnight.
5. Food or drinks service may be restricted or prohibited in the Ferrari Gallery at the discretion of CACF.

P. Security

1. All entrance doors on the premises shall be locked when the Carnegie is not in use. During use of the Carnegie all exit doors shall be unlocked and shall not be blocked in any manner.
2. CACF staff will be responsible for opening and closing the Carnegie.
3. CACF staff members have the absolute right to enter premises herein specified, or any portion thereof, at all times.
4. CACF may, when applicable, require adult chaperones for youth activities or events. If requested by CACF, User will provide a list of chaperones and their phone numbers in advance of the event.
5. Based on the size and type of event, CACF will determine the number of security staff required and the hours that they must be present during the event. Security staff is required for any event involving the service of alcoholic beverages. Security staff is responsible for maintaining a safe environment throughout the event, providing security for the Carnegie and for individuals, and for enforcing the CACF policies and procedures, including the use of alcohol, under the direction of CACF staff. CACF staff will hire security staff. Costs for security staff will be added to User's rental fees.

Q. Damage

1. User shall inspect rented space during a walk-through with CACF staff prior to the event. User will review the condition of the building with CACF staff. Damage and unclean items must be brought to the attention of CACF staff before the User's event begins and must be recorded on the User Inspection Form. At the end of the event the CACF staff member will accompany User on a walk-through of the Carnegie and complete

the User Inspection Form. This form must be signed by both the User and CACF staff member at the end of the event.

2. In cases where property has been damaged or abused beyond normal wear, User will be billed for all damage and additional clean-up.

R. Advertising and Promotional Materials

1. User shall submit all advertising and promotional materials used to advertise or promote public meetings or events at the Carnegie to the CACF at least fifteen (15) days prior to the event. CACF will review materials for accuracy. CACF may require withdrawal or correction of materials not approved. CACF is not liable for the expense of reprinting or altering promotional materials affected.

S. Miscellaneous Policies

1. Live animals, except for service animals, may not be brought onto the premises.
2. The User and his/her guests are restricted to the rental area.
3. The CACF will not be responsible for items left in the building before, during, or after an event. CACF does not provide storage in the Carnegie before or after an event. All decorations, props, rented furniture, equipment supplied by User or his /her agents (caterer's, DJ's, entertainers, etc.), and personal belongings must be removed at the end of the event.
4. The CACF or its authorized representatives may enter any of the rented premises at any time and on any occasion.
5. The CACF or its authorized representatives reserve the right to take photographs of rental events for its own records and for use in future promotional materials.
6. The User agrees to pay reasonable attorney's fees on any part of the Carnegie rental or service charge that may be collected by suit or by attorney after the charge is past due.
7. If User or User's agent violates a specific term, condition, or CACF policy contained herein, the CACF may withhold all or a portion of the User's deposit.
8. Any matters not herein expressly provided for shall be at the discretion of the CACF. Policies and rates are subject to change without notice.
9. The CACF reserves the right to deny or cancel an approval issued for any event or activity for its convenience and exclusive use. In the event of such a cancellation, notice will be given as far in advance as possible and a full refund will be made.

## Section 5. General Fees and Charges

- A. Costs of renting space in the Carnegie range in price depending on the room and whether User is a non-profit organization. Prices and fees are located in the "Carnegie Arts Center Rental information Packet" provided to User, and attached hereto as Attachment A.
- B. Payment and Cancellation Policy
  1. An application for rental must be completed and a fifty dollar (\$50.00) application fee paid to hold the tentative date. Upon approval of the application, a deposit of fifty percent (50%) of the rental fees is due at the time User enters into this Agreement, not to exceed thirty (30) days from the date of notification that rental application has been approved. The application fee will be applied to the balance of the rental fees.
  2. The remaining balance of the total fee, including damage deposit, is due no less than fifteen (15) days prior to the event.
  3. If the nature of the event or the number of participants changes, the CACF must be notified **in writing** at least fifteen (15) days in advance (before the total cost is paid), and if necessary, fees will be charged in accordance with applicable rates. CACF reserves the right to disapprove of such changes.

4. All cancellations must be in writing. Cancellations of confirmed reservations will be subject to the following conditions and fees:
  - a. The User shall be subject to fifty dollar (\$50.00) fee if cancellation is made at least thirty (30) days in advance of event. CACF will promptly refund the remainder of User's full deposit.
  - b. Cancellations made twenty-nine (29) days or less in advance of the event will result in the User's forfeiture of his/her entire fifty percent (50%) deposit. CACF will promptly refund any payments made in excess of the fifty percent (50%) deposit.
5. A fifty dollar (\$50.00) per room fee may be charged for any rescheduled event.
6. No refunds will be made when the event is canceled by the CACF due to the User's noncompliance with Carnegie rules and regulations.

### **Section 6. Indemnification**

- A. User agrees to defend, indemnify and hold harmless the CACF and the City of Turlock, their officers, agents, and employees from and against any and all claims, demands, causes of action, or liabilities incurred by the CACF or City of Turlock, their officers, agents, or employees, arising from User's acts or omissions under this Agreement or any act or omission of User's officers, agents, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of User, except as may arise from the negligence or willful misconduct of the CACF or City of Turlock, their officers, agents, contractors, or employees. In any action or claim against the CACF or City of Turlock in which User is defending CACF or City of Turlock, CACF or City of Turlock shall have the right to approve legal counsel providing the CACF's or City of Turlock's defense and such approval shall not be unreasonably withheld.
- B. User agrees to abide by this agreement and acknowledges having received a copy thereof. User will be held financially responsible for any damage to the Carnegie or equipment, which occurs through the User's meeting or event at the Carnegie.

### **Section 7. Insurance**

- A. User shall obtain, at their expense, and keep in force during the event covered by the Agreement, broad form comprehensive general liability insurance, naming both the Carnegie Arts Center Foundation and the City of Turlock as additional insured. Amounts of required insurance are with a minimum limit of coverage of one million dollars (\$1,000,000). If CACF determines, based on the type and size of the event, that the minimum limit of coverage must be greater than one million dollars (\$1,000,000) such amount will be noted on the final page of this Use Agreement, to be initialed by the User.
- B. User must provide CACF with proof of insurance in the form of a Certificate of Insurance from the insurance agency that includes the date of the event, limits of coverage, and names both the CACF and the City of Turlock as additional insured. The Certificate of Insurance must be received by the CACF at least fourteen (14) days in advance of the event.

### **Section 8. Alcoholic Beverage Policy**

CACF shall abide by all laws of the State of California concerning the use and serving of alcohol. Each User wishing to have alcohol at their event must abide by the following regulations regarding use of alcohol in the Carnegie.

- A. Alcoholic beverages may be consumed without a permit when the event is not open to the public/invited guests only, and when there is no monetary exchange for the beverage and no admission charge for the event.
- B. Alcohol is NOT permitted at any event for a minor (such as a graduation or birthday celebration).
- C. Events including alcoholic beverages of any kind require additional insurance; limits for additional insurance will be determined by the CACF and insurance must be obtained at User's expense.
- D. CACF requires that serving of alcohol is done by a licensed caterer from the CACF's approved caterer list or is approved by the State of California Department of Alcoholic Beverage Control (ABC). All licenses and fees are the responsibility of the User. A copy of the User's ABC permit must be received by CACF at least fifteen (15) days prior to the event. For instructions on obtaining a temporary ABC permit, please see the "Frequently Asked Questions" section of the rental information packet.
- E. Responsible Beverage Service
  - 1. CACF reserves the right to close any event which violates the CACF policy or poses a health or safety risk.
  - 2. At events of three (3) hours or longer, alcoholic beverage service will be stopped at least one (1) hour before the scheduled end of the event.
  - 3. Proposition 65 signage on the potential health risk of alcoholic beverages will be posted as required. CACF will provide the signage.
  - 4. At least one person trained in responsible beverage service will be present for the duration of the event to assist servers and monitor the event. The name of the designated event monitor will be provided to CACF staff prior to the event. The event monitor will assume responsibility for ensuring adequate communication between event workers and CACF staff.
  - 5. Alcoholic beverage servers will be identified as such through the use of badges, buttons, pins, vests, etc.

## **Section 9. Clean-up Responsibilities**

- A. Clean-up is the User's responsibility. User is expected to provide sufficient supervision to minimize spillage of food and beverages during the event. User is expected to clean up spills or request assistance from CACF custodian to clean up spills in a timely manner.
- B. User must complete his/her clean-up responsibilities no later than the scheduled end time of the event. User must walk through the facility with CACF staff following the event to complete the post-event checklist. User is responsible for the following cleaning duties:
  - 1. All tables must be cleared of all items such as linens, dishes, decorations, etc.
  - 2. All trash must be placed in receptacles provided. If any trash will not fit in receptacles, such as boxes or large items, these must be broken down and placed with trash receptacles. CACF custodian will provide extra trash can liners if needed.
  - 3. All decorations must be taken down and removed from premises or discarded in trash receptacles.
  - 4. User is responsible for kitchen clean-up. The kitchen area must be thoroughly cleaned and returned to its original level of cleanliness. This includes all work areas, countertops, sinks, microwave ovens, and refrigerator. CACF custodian will provide cleaning supplies and trash bags.
- C. If User leaves excessive trash in the rental space, kitchen, hallways, or outside, User will be subject to additional charges. All or a portion of User's damage deposit will be withheld if the Carnegie is not adequately cleaned or if damage occurs.

By signing below, User acknowledges that he/she has read and agrees to all above terms and conditions.

\_\_\_\_\_  
User's Signature Date \_\_\_\_\_

\_\_\_\_\_  
User's Name (please print)

\_\_\_\_\_  
Organization (if applicable)

\_\_\_\_\_  
Date of Event